

Exhibit A

**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

DEAL#: 103929  
CUST#: 109088

281506

<b>Buyer Name and Address</b> (Including County and Zip Code) <b>NAEEMAH CLEMENS</b> <b>228 FURLEY ST</b> <b>PHILADELPHIA PA 19120</b> <b>PHILADELPHIA</b>	<b>Co-Buyer Name and Address</b> (Including County and Zip Code) <b>N/A</b>	<b>Seller-Creditor (Name and Address)</b> <b>O'NEIL NISSAN INC.</b> <b>849 W STREET RD</b> <b>WARMINGSTER, PA 18974</b>
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Mfg Gross Vehi- cular Weight	Vehicle Identification Number	Primary Use For Which Purchased
USED	2019	NISSAN PATHFINDER		6N1DR2MM7KC632829	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> <b>N/A</b>

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
3.34 %	\$ 3866.43	\$ 35316.57	\$ 39183.00	\$ 2120.00 is \$ 41303.00

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**Your Payment Schedule Will Be:**

(e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
75	\$ 622.44	Monthly beginning 07/01/2022
N/A	\$ N/A	N/A

N/A

**Late Charge.** If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late.

**Prepayment.** If you pay early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**If you do not meet your contract obligations, you may lose the vehicle.**

Buyer Initials X *NA* Co-Buyer Initials X *N/A*

77368\*1\*ON-FI

05/31/2022 03:20 pm  
LAW 553-PA-eps-14 12/19 v1 Page 1 of 4

## OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

## 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, to the extent permitted by law you agree to repay the amount when we ask for it.
- c. Security Interest.  
You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. Insurance you must have on the vehicle.  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our entire interest in the vehicle as well as yours. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will buy insurance that covers your interest and our interest in the vehicle. We will tell you the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. The term "heavy commercial motor vehicle" means any new or used motor vehicle, excluding a recreational vehicle, which is (i) a truck or truck tractor having a manufacturer's gross vehicular weight of thirteen thousand (13,000) pounds or more, or (ii) a semitrailer or trailer designed for use in combination with a truck or truck tractor. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. If you default and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs as the law permits. You will also pay any attorney's fees and court costs a court awards us.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.

- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts lawfully due under the contract (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem.

If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstate). We will tell you if you may reinstate and how much to pay if you may.

If you are in default for more than 15 days when we take the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.

- f. We will sell the vehicle if you do not get it back. If you do not redeem, or, at our option, reinstate, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

- h. Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement: You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).

## SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Suite 500  
 Trident Credit Union  
 PO - Joseph Cornners  
 EO - Robert Werner  
 500 Spring Garden Str.  
 Philadelphia PA 19130



9590 9402 8529 3186 4974 15

Article Number (Transfer from service label)

39 0710 5270 0124 1234 53

Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery  
(over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted  
Delivery☐ Signature Confirmation™☐ Signature Confirmation  
Restricted Delivery

Domestic Return Receipt



U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

Philadelphia, PA 19130

Certified Mail Fee \$4.35  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.90

Total Postage and Fees \$5.25

0134  
04

Postmark  
Here

08/10/2023

Sent To  
CEO Robert Warner (ACU)  
Street and Apt. No., or PO Box No.  
1500 Spring Garden St. Suite 500  
City, State, ZIP+4®  
Phila PA 19130

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

Philadelphia, PA 19130

Certified Mail Fee \$4.40  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$5.08

0134  
77

Postmark  
Here

02/21/2024

Sent To  
Ardent Credit Union  
Street and Apt. No., or PO Box No.  
1500 Spring Garden St Suite 500  
City, State, ZIP+4®  
Philadelphia, PA 19130

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

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Philadelphia, PA 19130

Certified Mail Fee \$4.35  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

0134  
77

Postmark  
Here

07/28/2023

Sent To  
CEO: Robert Warner Ardent Credit Union  
Street and Apt. No., or PO Box No.  
1500 Spring Garden St. Suite 500  
City, State, ZIP+4®  
Phila PA 19130

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Philadelphia, PA 19130

Certified Mail Fee \$4.40  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$2.59

Total Postage and Fees \$6.99

0134  
77

Postmark  
Here

05/10/2024

Sent To  
Ardent Credit Union  
Street and Apt. No., or PO Box No.  
1500 Spring Garden Street  
City, State, ZIP+4®  
Philadelphia PA 19130

PS Form 3800, April 2016 PSN 7530-02-000-9047 See Reverse for Instructions

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Philadelphia, PA 19130

Certified Mail Fee \$4.35  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$3.55  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$8.56

0134  
30

Postmark  
Here

11/30/2023

Sent To  
Ardent Credit Union  
Street and Apt. No., or PO Box No.  
1500 Spring Garden St Suite 500  
City, State, ZIP+4®  
Phila PA 19130

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Philadelphia, PA 19130

Certified Mail Fee \$4.35

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

Sent To  
Ardent Credit Union Marceita McCull  
Street and Apt. No., or PO Box No.  
1500 Spring Garden St Suite 500  
City, State, ZIP+4®  
Philadelphia PA 19130-4470

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Philadelphia, PA 19130

Certified Mail Fee \$4.35

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

Sent To  
Ardent Credit Union  
Street and Apt. No., or PO Box No.  
1500 Spring Garden Suite 500  
City, State, ZIP+4®  
Phila PA 19130

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Philadelphia, PA 19130

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$2.04

Total Postage and Fees \$6.89

Sent To  
Ardent Credit Union  
Street and Apt. No., or PO Box No.  
1500 Spring Garden Street  
City, State, ZIP+4®  
Philadelphia PA 19130

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Philadelphia, PA 19130

Certified Mail Fee \$4.35

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

Sent To  
Ardent Credit Union  
Street and Apt. No., or PO Box No.  
P.O. Box 7480  
City, State, ZIP+4®  
Phila PA 19101-7480

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Exhibit A



# Ardent Federal Credit Union Membership Application



## ELIGIBILITY

I ☐ live ☐ work ☐ worship ☐ volunteer ☐ attend school

In ☐ Montgomery ☐ Bucks ☐ Delaware ☐ Philadelphia ☐ Chester County

## OPEN THE FOLLOWING ACCOUNTS

☒ Savings account

## OWNERSHIP TYPE

☐ Individual ☐ Joint Ownership, with rights to survivorship

## PERSONAL INFORMATION - primary account holder "ID REQUIRED"

Name <b>NAEEMAH CLEMENS</b>	Social Security Number <b>0974</b>	Date of Birth <b>10/25/1975</b>	Gender
DL Number <b>25157231</b>	DL State and Expiration <b>PA 10/26/2024</b>		
Home Address: Street <b>226 FURLEY ST</b>	City <b>PHILADELPHIA</b>	State <b>PA</b>	Zip Code <b>19120</b>
Primary Phone <b>(267) 455-7820</b>	Email Address <b>NONE@NONE.COM</b>		
Citizenship: U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No Permanent Resident <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, Obtain IRS W-8 Ben or Equivalent)			

## PERSONAL INFORMATION - joint account holder "ID REQUIRED"

Name	Social Security Number	Date of Birth	Gender
DL Number	DL State and Expiration		
Home Address: Street	City	State	Zip Code
Primary Phone	Email Address		
Citizenship: U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No Permanent Resident <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, Obtain IRS W-8 Ben or Equivalent)			

## SIGNATURES

By signing the member application, I/We authorize Ardent Federal Credit Union to gather credit information (request a credit bureau) for the purposes of account review, ongoing evaluation depository services, including discretionary overdraft services, granting of credit, and/or collections, AND to open one or more personal accounts (as listed above) upon receipt of electronic, written, or oral instructions from me or, if more than one person signs below, upon instructions from ANY one of us without obtaining an additional member application or signature(s). Any other account ownership may require a separate application. This application is the signature card for all accounts opened under this ownership application. Ardent will hold all information in confidentiality under its privacy policy. I/We acknowledge receipt of the Membership and Account Agreement, and understand that I am bound by their terms.

Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

\*To Our Members: "As required by the USA Patriot Act of 2001, which requires Ardent Federal Credit Union to help the government fight the funding of terrorism and money laundering activities, Ardent Federal Credit Union must obtain basic identifying information from you and verify that information when you open a new account. This means Ardent Federal Credit Union staff will ask you for some basic information such as your name, address, date of birth, and other information designed to help us identify you. Ardent Federal Credit Union staff may also ask to see documents identifying you too such as a driver's license, passport or some other government-issued document. Ardent Federal Credit Union appreciates your patience and understanding as we all do our part in complying with the new account identification procedures required by the federal USA Patriot Act of 2001.

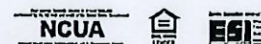
I/We understand that it is a federal crime to willfully or negligently provide incomplete or incorrect information on requests made to Ardent CU. I/We understand that Ardent CU will rely on all the information in this membership application to ensure membership eligibility. I/We certify under penalty of law that the information on this application is true and correct.

Primary account holder (ID REQUIRED)

Date

Joint account holder (ID REQUIRED)

Date



Certification... Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including U.S. resident alien).  
4. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the account each day. Dividends will be compounded monthly and will be credited monthly. Dividends are paid on balances over \$5.00. Dividends are paid on the last day of the month and at account closing. Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account. All dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period. To be a member and maintain accounts at our Credit Union you must purchase a minimum deposit of a \$5.00 share in the Credit Union.

I hereby make application for membership in Ardent Federal Credit Union and agree to conform to its bylaws and amendments thereof, and to subscribe for at least one (1) share. The Ardent Federal Credit Union is hereby authorized to recognize any of the signatures subscribed hereto in the payment of funds or the transaction of any business for this account. The joint owners of this account hereby agree with each other and said Credit Union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge said Credit Union from any liability for such payment. The joint owners also agree to the terms and conditions of the account as established by the Credit Union from time-to-time. Any or all said joint owners may pledge all or any part of the shares in this account as collateral security to a loan or loans from this Credit Union. The right, or authority of the Credit Union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to said Credit Union which shall not affect transactions therefore made. By signing, I certify the above information to be true and correct. I authorize Ardent Federal Credit Union to verify the information to be accurate through the use of third party agencies to include credit reporting agencies. I understand that Ardent may request reports from these agencies to evaluate my membership standing.

IDL



## ARDENT CREDIT UNION CREDIT APPLICATION

**Married Applicants:** May apply for a separate account.

☐ **Individual Credit:** You must complete the Applicant section about yourself and the other section about your spouse if:

1. you live in a community property state (AK, AZ, CA, ID, LA, NM, NV, P.R., TX, WA, WI).
2. your spouse will use the account, or
3. you are relying on your spouse's income as a source of repayment. If you are relying on income from alimony, child support, or separate maintenance, complete the Other section to the extent possible about the person on whose payments you are relying.

☐ **Joint Credit** – If you are applying for a joint account or an account that you and another person will use, you must complete the applicant and Spouse Co-Applicant section

\_\_\_\_\_ *Initial here if you intend to apply for Joint Credit*

Date: 05/31/2022

Seller **O'NEIL NISSAN**

Stock/VIN: **5N1DR2BM7LC575942**

Requested Amount: **32033.00**

### APPLICANT INFORMATION

<b>Name:</b> NAEEMAH CLEMENS				
<b>Birth date:</b>	10/25/1975	<b>Driver's License:</b>	25157231	<b>Social Security No.:</b> [REDACTED]-0974
<b>Current Address:</b>	226 FURLEY ST PHILADELPHIA, PA 19120			<b>Marital Status:</b> How Long: 20 Years 2 Months
<b>Home Phone:</b>	(267) 455-7820		<b>Cell Phone:</b>	
<b>Previous Address:</b>				
<b>Current Employer:</b>	<b>Employer Name:</b>	BREAK THROUGH BEVERAGE		<b>Position:</b> DRIVER
	<b>Work Phone:</b>	(267) 960-0900		<b>Employment Income:</b> 52000.00
<b>Previous Employer:</b>	<b>Previous Employer Name:</b>			<b>How long?</b> 4 Years 3 Months
	<b>Previous Employer Work Phone:</b>			<b>Position:</b>
				<b>Previous Employment Length:</b>
<b>Other Income:</b>				<b>Other Income/Source</b>

Tuesday, May 31, 2022

**Trade In/Retail Breakdown****J.D. Power****Publication 05/2022, Region: Eastern**

2019 NISSAN Pathfinder Utility 4D SV 4WD..... \$26,550 / \$29,275

**VIN: 5N1DR2MM7KC632829****Stock #: 22G113A**MSRP..... 35960  
Weight..... 4448**\*\*\* Itemized Add/Deducts \*\*\***Towing/Camper Pkg..... 350 / 400  
Navigation System..... 300 / 325  
Luggage Rack..... 50 / 50  
Certified Pre-Owned..... 0 / 1,650  
Rock Creek Package..... 500 / 550Condition..... Clean  
Total Value without mileage..... \$27,750 / \$32,250  
Mileage adjustment (21790 miles)..... \$1,900**\*\*\* J.D. Power Trade In/Retail  
\$29,650 / \$34,150 \*\*\***

O'Neil Nissan - JOHN ARPA

J.D. Power publication for Pennsylvania: Publication 05/2022, Region: Eastern  
Values are subjective opinions. J.D. Power and vAuto, Inc. assume no responsibility for errors or omissions.  
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MV-4ST (1-19)



# VEHICLE SALES AND USE TAX RETURN/ APPLICATION FOR REGISTRATION

Attach PA Title - Type or Print - Make check payable to Commonwealth of PA

Bureau of Motor Vehicles • P.O. Box 68593 • Harrisburg, PA 17106-8593

No. H 4400556

MV-4ST (1-19)		H. TAX/FEE		1ST ASSIGNMENT	2ND ASSIGNMENT
A VEHICLE PURCHASER	Make of Vehicle <b>NISSAN</b>		Model Year <b>2019</b>		Purchase Price (See Note on Reverse.) <b>35197.00</b>
	Vehicle Identification Number <b>5N1DR2MM7KC632829</b>		Condition <input checked="" type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		Less Trade-In <b>13000.00</b>
	Last Name (or Full Business Name) <b>O'NEIL NISSAN INC.</b>		First Name Middle Name		Taxable Amount <b>22197.00</b>
	Co-Signer				1. Sales Tax Due X 6% (.06), X 7% (.07) OR X 8% (.08) * (See Note on Reverse.) <b>1706.32</b>
B ASSIGNMENT	Last Name (or Full Business Name) <b>CLEMENS, NAEEMAH</b>		First Name Middle Name		1A. Exemption Reason Code (Must Be a Number From 1 To 23 Or 0)
	Co-Purchaser Last Name <b>226 FURLEY ST</b>		First Name Middle Name		1B. First Assignment Exemption No.
	City <b>PHILADELPHIA PA 19120</b>		State Zip Code		1B. Second Assignment Exemption No.
	Date Acquired/Purchased <b>05/31/2022</b>		COUNTY CODE <b>51</b>		2. Title Fee <b>58.00</b>
C ASSIGNMENT	Last Name (or Full Business Name) <b>PHILADELPHIA PA 19120</b>		First Name Middle Name		3. Lien Fee <b>28.00</b>
	Co-Purchaser Last Name <b>05/31/2022</b>		First Name Middle Name		4. Registration or Processing Fee
	City <b>PHILADELPHIA PA 19120</b>		State Zip Code		5. County Fee + (See Note on Reverse.)
	Date Acquired/Purchased <b>05/31/2022</b>		COUNTY CODE <b>51</b>		6. Duplicate Reg. Fee No. of Dup. Reg. Cards <b>N/A</b>
D VEHICLE TRADER	Make of Vehicle <b>NISSAN</b>		Vehicle Identification Number <b>5N1DR2MM8HC691512</b>		7. Transfer Fee <b>9.00</b>
	Model Year <b>2017</b>		Body Type (CP, TK, etc.) <b>SW</b>		8. Increase Fee <b>N/A</b>
	Condition <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR				9. Replacement Fee <b>N/A</b>
	Total Paid (Add 1 Thru 9) <b>1801.32</b>		10. 1801.32		11. 1801.32
E APPLICATION FOR REGISTRATION	<input checked="" type="checkbox"/> Registration plate to be issued by Department (Proof of Insurance must be attached.)		<input checked="" type="checkbox"/> Transfer of Previously Issued Registration Plate		NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.
	<input type="checkbox"/> Exchange registration plate to be issued by Department		<input type="checkbox"/> Transfer & Renewal of Registration Plate		
	<input type="checkbox"/> Temporary registration plate issued by Full Agent (NOTE: This registration plate will expire 90 days from date of issuance.)		<input type="checkbox"/> Transfer & Replacement of Registration Plate		
	Registration Plate No. <b>JXB9744</b>		Reason for Replacement <input type="checkbox"/> LOST <input type="checkbox"/> DEFACED <input type="checkbox"/> STOLEN <input type="checkbox"/> NEVER RECEIVED (Lost in Mail)		
F ADDITIONAL TITLE INFORMATION	Expires <b>MO 05</b>		23 Year		NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.
	Transferred from Title No. <b>79133343902</b>		VIN <b>5N1DR2MM8HC691512</b>		
	Signature of person from whom registration plate is being transferred (if other than applicant)		Relationship To Applicant		
	Temp. Registration Plate No.				
G CERTIFICATION	Vehicle Purchased Weight Information (If Applicable) <b>GVWR</b>		Unladen Weight		NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants with Rights of Survivorship" (on death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> . Otherwise, the title will be issued as "Tenants in Common" (on death of one owner, interest of deceased owner goes to their heirs or estate.) NOTE: If the vehicle is to be used as a daily rental or leased vehicle, CHECK HERE <input type="checkbox"/> . If block is checked, complete and attach Form MV-1L.
	Insurance Company Name <b>ALLSTATE</b>		Policy No. (Or Attach Billing) <b>801914730</b>		
	Issuing Agent <b>31ST</b>		Policy Effective Date <b>03/10/22</b>		
	Policy Expiration Date <b>09/10/22</b>				
H CERTIFICATION	I certify that on month <b>MAY</b> day <b>31ST</b> year <b>2022</b>		I have checked to determine that the vehicle is insured and issued with all applicable provisions of the Vehicle Code and department regulations.		I/we further certify that all statements herein are TRUE and CORRECT and make application for title for the vehicle described in Section A. If any exemption is claimed, the purchaser further certifies that they are authorized to claim this exemption. I/we acknowledge that I/we may lose financial responsibility on the currently registered vehicle for the period of registration. I/we acknowledge that I/we may be subject to a fine not exceeding \$5,000 and imprisonment of not more than two years for any false statement that I/we make on this application.
	Signature of First Purchaser or Authorized Signer <b>O'NEIL NISSAN INC.</b>		Issuing Agent Signature <b>85-6674</b>		
	Signature of Co-Purchaser/Title of Authorized Signer		Telephone No. <b>2156749300</b>		
	Signature of Second Purchaser or Authorized Signer				



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GAP ADDENDUM #  
DA14707106

## GAP ADDENDUM

Customer / Borrower NAEEMAH CLEMENS	Dealer / Creditor O'NEIL NISSAN INC.
Address 226 FURLEY ST	Address 849 W STREET RD
City, State, Zip PHILA PA 19120	City, State, Zip WARMINSTER PA 18974
Vehicle Make/Model/Year NISSAN PATHFINDER S 2019	VIN 5N1DR2MM7KC632829
Inception Date: 5/31/2022	Term of GAP: 75 Monthly Pymt. 522.44
EMAIL none@none.net	Term of Financing contract/Loan: 75
Financial Institution/Lender ARDENT CREDIT UNION	MSRP/NADA \$34,150.00
Address 1500 SPRING GARDEN ST 500	Amount Financed \$35,316.57 APR % 3.34
City PHILADELPHIA	State PA Zip 19130
Loan or Lease LOAN Mileage 2179	For Administrative Purpose: CLASS


The charge to You for this GAP Addendum is \$ \$868.00


The Addendum is entered into between the Customer/Borrower (You or Your) and the Dealer/Creditor (We, Us, or Our), pursuant to the terms and conditions contained in this Addendum. This Addendum amends the Financing Contract. In the event of a Constructive Total Loss of the Collateral, We hereby agree to waive Our rights against You for the amount due under a Qualifying Loss. You will remain responsible for any past due amounts, or any items listed in EXCLUSIONS. This Addendum will follow the Financing Contract with no subrogation rights against the Customer/Borrower, if the Financing Contract is sold or assigned by Us. Although not required to do so, You elect to purchase this Addendum for an additional charge which is shown above. You may, as an alternative to purchasing this Addendum, be able to purchase a similar product from a company of Your choice. This GAP Program is not insurance, does not take the place of insurance on the Collateral, and does not afford collision, comprehensive, or any other form of automobile insurance coverage. You are responsible for all communications with Your Primary Carrier including notice and claims.

ENROLLMENT IS AVAILABLE ONLY AT THE TIME THE FINANCING CONTRACT IS ORIGINALLY EXECUTED. BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT THE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE, OR LEASE, OF THE COLLATERAL.

The coverage under this Addendum may decrease over the term of Your Financing Contract. You should carefully read all pages of this Addendum for additional information on conditions, limitations, and exclusions. This Addendum is not available in NY or TX.

By Your signature below, You acknowledge: 1) That You have agreed to purchase this Addendum, 2) You have read and understand this Addendum and its CONDITIONS; 3) no other verbal representations have been made to You that differ from these written provisions; 4) this Addendum is not an insurance policy or part of an insurance policy; and 5) You authorize release of the Financing Contract or any other information required for processing this Addendum or processing of a loss.

 5/31/2022  
Dealer/Creditor Signature Date

 5/31/2022  
Customer/Borrower Signature Date

### DEFINITIONS

\* **Actual Cash Value (ACV)** means the value of the Collateral on the Date of Loss, as determined by the Primary Carrier. In the event that there is no Primary Carrier coverage in effect on the Date of Loss, the Primary Carrier is declared insolvent, or if the Primary Carrier policy has a stated value or limit of liability that is less than the value of the Collateral on the Date of Loss, then ACV may be established by determining the average retail value of the Collateral using the National Automobile Dealers Association (NADA) Official Used Car Guide, or its equivalent, based on the best information available on the Collateral's options, mileage, and condition on the Date of Loss.

\* **Addendum** means this GAP Addendum to the Installment Sales Contract.

\* **Collateral** means the four-wheeled private passenger vehicle, van, or truck (not to exceed 12,500 lbs), described on page one of this Addendum and described in the Financing Contract.

\* **Commercial Use** means Collateral used for the business purpose providing Transportation Network Company services, farming or ranching, pushing, pulling, or hauling material or any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for commercial enterprises. Collateral used commercially for snow removal must be equipped with a factory installed or factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations. Collateral listed under Exclusions P and Q are not eligible for coverage.

\* **Constructive Total Loss** means a direct and accidental loss or damage to, the Collateral, which meets one of the following criteria: 1) the Covered Collateral is declared a total loss by the Primary Carrier, or 2) the Primary Carrier coverage is in force, and either a) the Covered Collateral is stolen and not recovered within thirty (30) days of the date of the theft, and remains unrecovered at the time of notification of loss, or b) the total cost to repair the Covered Collateral as a result of the loss or damage is greater than, or equal to, its Actual Cash Value, as of the Date of Loss.

\* **Customer/Borrower** - The natural person(s) or business named in the Financing Contract purchasing this Addendum from the Dealer/Creditor.

\* **Date of Loss** means the date on which the Collateral is reported stolen or incurs physical damage that is severe enough to constitute a Constructive Total Loss.



5/31/22, 2:58 PM

Customer Credit Report

O'Neil Nissan

## Your Credit Score and the Price You Pay for Credit

Applicant Name <b>NAEEMAH CLEMENS</b>	Source <b>TransUnion</b>	Your Score <b>741</b>	Date <b>05/31/2022</b>
--	-----------------------------	--------------------------	---------------------------

## Understanding Your Credit Score

**What you should know about your credit scores:**

Your credit score is a number that reflects the information in your credit report.

Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.

Your credit score can change, depending on how your credit history changes.

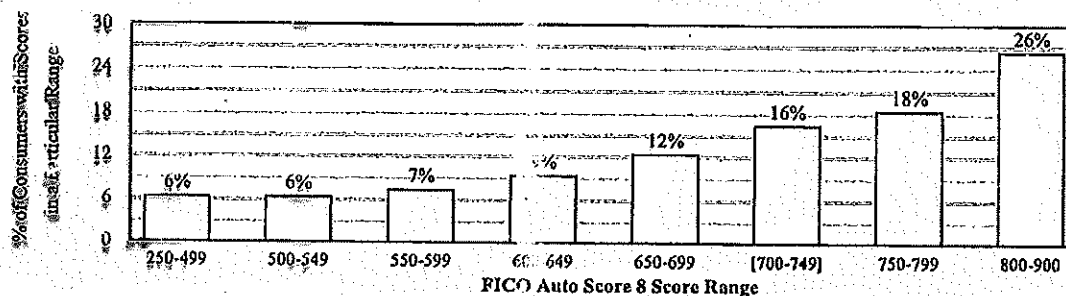
**How we use your credit score:**

Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.

**The range of scores:**

Scores range from a low of 250 to a high of 900.

Generally, the higher your score, the more likely you are to be offered better credit terms.

**How your score compares to the scores of other consumers:**

## Checking Your Credit Report

**What if there are mistakes in your credit report?**

You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.

It is a good idea to check your credit report to make sure the information it contains is accurate.

**How can you obtain a copy of your credit report?**

Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.

To order your free annual credit report:

**By telephone:** Call toll-free: 1-877-322-8228

**On the web:** Visit [www.annualcreditreport.com](http://www.annualcreditreport.com)

**By mail:** Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at: <http://www.ftc.gov/bcp/online/include/requestformfinal.pdf>) to:

Annual Credit Report Request Service  
P.O. Box 105281  
Atlanta, GA 30348-5281

**How can you get more information?**

For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's web site at [www.federalreserve.gov](http://www.federalreserve.gov), or the Federal Trade Commission's web site at [www.ftc.gov](http://www.ftc.gov).

Applicant's Signature 

Date

5-31-22

Provider of this form makes no warranty, expressed or implied, as to content or fitness of this form. Consult your own legal counsel.

CRC FORM NO. CSD01 (Rev. 10/10)





Security+Plus®

OPTIONAL CERTIFIED PRE-OWNED WRAP  
APPLICATION/DECLARATION

VEHICLE SERVICE CONTRACT (VSC)

<b>Dealer Information</b>			<b>NESNA</b> P.O. BOX 685004 FRANKLIN, TN 37068-5004			<b>Vehicle Information</b>		
Number 2428						YEAR 2019	MAKE NISSAN	MODEL Pathfinder S
Name O'NEIL NISSAN INC. 1330/2428			<b>Contract Number</b>			<b>Vehicle ID Number (17-Digit VIN)</b>		
City WARMINSTER	State PA		#'s must be obtained from NNAet/Carfax website. <b>VSC12371854</b>			<b>5N1DR2MM7KC632829</b>		
Phone (215) 674-9300								
<b>Applicant Information</b>					<b>Lienholder or Service Payment Plan (0% Financing)</b>			
Last Name CLEMENS		First NAEEMAH	M.I.		Name ARDENT CREDIT UNION			
Street / P.O. Box Address 226 FURLEY ST					Street / P.O. Box Address 1500 SPRING GARDEN ST 500			
City PHILA	State PA	Zip Code 19120			City PHILADELPHIA	State PA	Zip Code 19130	
A.M. Phone (267) 455-7820		P.M. Phone		Applicant Email NONE@NONE.NET				
<b>Odometer Reading</b>			<b>New Vehicle Warranty Start Date</b>			<b>Date Of Purchase: CPO Vehicle</b>		
21,792			06/18/2019			05/31/2022		
			Start of original ownership from Service-Comm. Cannot be the same as date of purchase of CPO vehicle.			Start of subsequent ownership. Cannot be the same as new vehicle warranty start date.		
<b>Optional Certified Pre-Owned Wrap</b>								
<b>Product Type</b>		<b>VSC Purchase Price</b>		<b>Expiration Date and Miles (whichever occurs first)</b>				
PRODUCT PLAN: Service Contract with Roadside		\$2,539.00		100,000				
PLAN TYPE: Security+Plus Gold Preferred				06/18/2026				
DEDUCTIBLE: \$0 per visit				7 OR 8 years from manufacturer's original new vehicle warranty start date				
Time/Mileage: (check one)		7 years/100,000 miles on the odometer		100,000				
		8 years/120,000 miles on the odometer		120,000				
		7 years/unlimited miles on the odometer		UNLIMITED				

## ACKNOWLEDGEMENT

Coverage begins on the manufacturer's original warranty start date, with mileage beginning at zero, regardless of the vehicle age or odometer reading at the time of sale, ALTHOUGH ANY OR ALL COMPONENTS OR PARTS MAY BE COVERED BY THE MANUFACTURER'S LIMITED WARRANTY, WARRANTY EXTENSIONS, RECALLS OR CAMPAIGNS.


On the date of purchase, eligible vehicles must have fewer than 80,000 miles on the odometer.

Nissan Extended Services North America (NESNA) reserves the right to accept, correct, modify or refuse any VSC Application/Declaration. Claims within the first 90 days and/or 3,000 miles of the effective date are subject to review and/or denial for a pre-existing condition. NESNA reserves the right to reject any application or contract for any reason at its discretion upon return of the full amount paid.

☐ **WA Residents:** By initialing this box, YOU acknowledge that YOU have received the attached VSC/Summary which contains information on material conditions that YOU must meet to maintain coverage, including, but not limited to: the maintenance schedule to which YOU must adhere; the requirement to document repair and maintenance work; the procedures for filing claims; the work and parts covered by the VSC; the time and mileage limitations; the exclusions of coverage; the right to return the VSC for a full refund; the implied warranty of merchantability of the motor vehicle is not waived if the VSC has been purchased within 90 days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by the VSC. Nissan Security+Plus is administered by Nissan Extended Services North America, GP, P.O. Box 685004, Franklin, TN 37068, tel. 615-725-1000.

I agree that my VSC is being issued in accordance with the information contained in this Application/Declaration and is subject to the terms and conditions stated therein. I understand that purchase of the VSC is not required in order to purchase or obtain financing for a motor vehicle.

I agree that maintenance of the above-described vehicle, in accordance with factory standards in the Owner's Manual, is a condition precedent to the coverage under this VSC. A deductible, if applicable, applies per visit where a covered component is repaired. Please review the attached VSC before signing this Application/Declaration. Please call 800-NISSAN-1 if you have any questions.

X  05/31/2022 X 05/31/2022

SEC-WRAP APPLICANT'S SIGNATURE DATE LIENHOLDER AUTHORIZED DEALER'S SIGNATURE DATE



Exhibit C

5-28-25

NOTICE OF LIABILITY AND INTENT TO TORT UNDER 42 USC 1983-  
DEPRIVATION OF RIGHTS UNDER COLOR OF LAW

#1) At all times Petitioner had no intentions to engage in the activity of purchasing a motor vehicle in intrastate, interstate or foreign commerce at "retail sale" for purpose of use in business "in the state" as statutorily defined. [61 Pa . code 32.5].

#2) Petitioner acts as beneficiary of the public trust upon which all incorporated entities derive their funding and business franchise license.

#3) At all times relevant Respondent(s) Ardent Credit Union, thru natural person Respondent(s), acting as "Forwarding Agent", operating in a Foreign Trade Zone (FTZ), on behalf of the U.S. principal party in interest (USPPI); Oneil Nissan, INC. on consignment. [Title 49 chapter 19.18a]

#4) On May 22<sup>nd</sup>, 2022 Petitioner, in my private capacity, inquired about buying a car at Oniel Nissan with a trade in for a priviest car (trade in value 13,000.00).

#5) On May 31<sup>st</sup>, 2022 Petitioner signed an application for a Nissan Pathfinder, VIN# 5N1DR2MM7KC632829, and an application for Ardent Credit Union to act as Federal Reserve Agent and to perform fiduciary duties for a promise to pay, (18 USC 8), along with a down payment of \$2,120.00 towards her new purchase with the trade in value.

#6) After a year of on time payments, Petitioner learned that it was not the proper process for acquiring a motor vehicle according to," 61 Pa. code 32.5" for private use and on July 11<sup>th</sup>, 2023 begin asking questions to understand the full nature of the contract along with the full process of acquiring a vehicle for private family use.

#7) The first letter to Respondent(s) was sent on July 11<sup>th</sup>, 2023, which was a cease-and-desist addendum.

#8) Respondent response was "They are not bound by the document because they are not a debt collector under the Fair Debt Collection Practices Act, along with numerous letters which contained questions about forms 1099c, 1099a, 56, setoff, also the nature of a coupon, trust, a "proof of payment", tax verification, as well as a H8 and H9 form (Related to the U.S. Federal Reserve's reporting requirements under the "Bank Holding Company Act".

#9) With numerous unanswered letters to Respondent(s), Respondent(s) continued to acquiescence.

#10) Petitioner sent Respondent(s) a Notice of Liability & Intent with Enclosers2: Attorney General (State & Federal), Department of Revenue, Secretary of State PA, Office of the Comptroller of Currency, Department of Commerce (Secretary), IRS, Director of Consumer Financial Protection Bureau, National Credit Union, Administration (NCUA), and Department of Treasury.

#11) Respondent(s) owe Affirmant a duty of care as trustees administering the public trust.



#12) Instead of acting in good faith as required by law, Respondent(s) attempted to make Petitioner a commodity. [Cf. 15 USC 17; 18 USC 77]

#13) Pursuant to Pa. Code 91.8, "Dealers who transact dealer business by consignment shall obtain a consignment contract for sale and shall comply with applicable provisions of Chapter 91.31.

#14) Pursuant to 49 CFR 390.5 "Commercial Vehicle" means any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

#15) Whereas, "for hire vehicle" means any motor vehicle used for the transportation of persons for compensation.

#16) 52 Pa. Code 3.381 "Motor Vehicle" means every vehicle which is self-propelled... Which is required to be registered and titled under the chapter.

#17) According to those definitions of 40 Pa Code 9.12, & 67 Pa. Code 63.4, only for hire vehicles are required to be registered.

#18) Respondent(s) retroactively converted Affirmants' right to acquire, enjoy and possess property into a privilege and attaching a fee by way of duty, impost, excise tax and license.

#19) The right is protected by the 1<sup>st</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> Articles of the bill of Rights of the United States Constitution.

#20) Respondent(s) pledged to uphold the public trust through their application for and acceptance of incorporation under government public service regulation.

#21) Such a government incorporated and regulated entity is expected to adhere to these fundamental principles of ethical behavior: "Public Service is a Public Trust", requiring you to place loyalty to the Constitution, the Laws, and ethical principles above private gain. You shall not hold financial interest that conflict with the conscientious performance of duty. [Cf. Executive Order 12674]

#22) Unlike a Private Trust, a Public Trust does not need to have definite beneficiaries. [Cf 5 CFR 2635.101]

#23) Affirmant made Respondent(s) knowing of her exercising her protected right as beneficiary of the Public Trust upon which their license for public service accommodation is granted.

#24) State agency and dealership conspired with one another to defraud Affirmant and the United State.

#25) Respondent(s) ignorance or misapplication of the law is not excused.

#26) The "retail sale" only applies not vehicles to be purchased and licensed for use as a motor vehicle operated by a licensed driver in commercial or industrial business services.

#27) The dealer is subjecting and reporting every car they offer as subject to first sale for use as a business item regardless of its actual use.

#28) Respondent(s) knowingly offered a deceptive form; a "retail form".

#29) The form is for purposes under 15 U.S.Code 1691(c)(2), which is restricted to foreign trade and commerce for "Small business loan data collection".

#30) on May 31<sup>st</sup>, 2022, Respondent(s) asked if Affirmant will be "paying cash or financing".

#31) Pursuant to 15 U.S.Code 78m (q)(1)(c), the term "payment"- means a payment that is made to further the commercial development of oil, natural gas, or minerals; and includes taxes, royalties, fees (including license fees), production entitlements, bonuses, and other material benefits.

#32) Pursuant to 12 S.U.Code 400(4), the term "cash" means United States coins and currency, including Federal Reserve Notes.

#33) There are no "United States coins and Currency" Pursuant to the Coinage Act of 1792, which has NEVER been repealed, in circulation. [Cf. 31 U.S.Code 5102]

#34) Pursuant to the Federal Reserve Act, codified at 12 U.S.code 411 states, Federal Reserve Notes, to be issued for the purposes of making advances to the Federal Reserve Banks through the Federal Reserve Agents and for no other purpose".

#35) Pursuant to 12 Pa.Code 31.305 a "borrower" means a debtor, retail buyer, or person who receives a loan or enters into a retail installment contract to purchase or lease a motor vehicle or vessel under 37 Pa, Code 301.4; "Person" includes every form of legal entity 58 Pa code 1101a.2

#36) Affirmant is not a legal entity, nor an agent thereof and therefore does not qualify and has no intention to act as a Federal Reserve Agent or Statutory "Borrower".

#37) Respondent(s) are requiring the completion, signing and filing of fraudulent documents with the government.

#38) By such a requirement Respondent(s) are misrepresenting to the government why Affirmant is getting the Nissan Pathfinder or how she intends on using it.

#39) Respondent(s) created a fictitious obligation.

#40) Respondent(s) misrepresented to the Petitioner what was being offered and what must be done to acquire it.

#41) Respondent(s) are holding the title hostage for a repossession from Affirmant to commit crimes including forgery and perjury when she filled out forms not required to be filled out by her.

#42) Ordinary meaning are not interchangeable.

#43) If the statutory meaning could apply to private people that would be an "ex post facto law" turning a right into a privilege and attaching a fee aka "payment" and license.

#44) Such acts are forbidden by and punishable under the laws of the State of Pennsylvania and the United States.

#45) Affirmant noticed the agents acting as trustees of their breach of trust and trustee malfeasance yet they refused to repent and correct their conduct therefore she is entitled to relief by declaratory order.

Affirmant requires that the Nissan Pathfinder, in her possession, associated with vin#5N1DR2MM7KC632829; It's equivalent with a free and clear title and credits and interest acquired

sense May 31<sup>st</sup>, 2022 be returned to her at the address on file within 7-10 business days or the above statement will be filed for declaratory and other relief without further notice.

Govern yourself accordingly

Sincerely,

By, Naeemah H. Clemens

UCC 1-308

May 27<sup>th</sup>, 2025

CC: Inspector General; Attorney General, Department of License, U.S. Attorney



Naeemah Clemens (267455 7820)

226 Furley Street

Philadelphia, PA 19120

naeemahclemens@yahoo.com Ardent Credit Union  
1500 Spring Garden Street  
Philadelphia PA 19130

Subject: Title 12, 226.7 ("Truth in Lending" (Regulation Z))  
Demand/Request for H8 and H9 Forms Under 15 cfr 1635

Dear, CFO, CEO, Risk management, Under writer  
or Whom it may concern.

I am writing to formally demand/request copies of the H8 and H9 forms pursuant to 15 cfr 1635, which implements provisions of the Truth in Lending ACT (TILA). TILA is designed to promote informed use of consumer credit by requiring disclosures about its terms and cost. The H8 and H9 forms are essential for understanding the specific terms of my credit agreement with Ardent Credit Union.

Further more I would like to highlight the relevance of the Bill of Exchange Act, which governs negotiable instruments such as promissory notes, bills of exchange, inland/ Foreign/ Bearer/ order Instruments.



This Law ensures that all parties involved are aware of their rights and obligations under the agreements made and having access to the H8 and H9 forms will facilitate this understanding.

As a member, I <sup>know</sup> ~~believe~~ it is my right to access this information to ensure compliance with applicable laws and to review my financial obligations accurately. Please provide the requested documents at your earliest convenience. If not provided this matter will be directed to, #1) The Federal Reserve Board, the office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation. #2) The National Credit Union Administration, The Securities and Exchange Commission, and The Commodity Futures Trading Commission. #3) The CFPB

If you require any additional information to process my request, Please feel free to contact me via the phone number or email address provided above.



Thank you for your prompt attention to this matter. I look forward to your response.

Sincerely,  
Nacemah Clemens  
Acct# 0000402295-0152  
Without Recourse

Dear Naeemah Clemens,

Thank you for contacting the Pennsylvania Department of Banking and Securities ("Department".)

Based on the information provided in your correspondence, it appears your concern is regarding the actions of a credit union that holds a federal charter, and more appropriately handled by the National Credit Union Administration. Below is their contact information.

National Credit Union  
Administration  
Office of Consumer Financial  
Protection  
1775 Duke Street  
Alexandria VA 22314-3428  
P: 800.755.1030  
[www.MyCreditUnion.gov](http://www.MyCreditUnion.gov)

Please note, the Department cannot provide legal advice. If applicable and your situation warrants legal counsel, you may contact the Pennsylvania Bar Association for an attorney referral. For your





July 18, 2023

Naeemah Clemens  
226 Furley St  
Philadelphia, PA 19120-2335

Dear Naeemah,

We are writing to acknowledge receipt of the document titled Cease and Desist Addendum dated July 10, 2023. Because Ardent Credit Union is not a debt collector under the Fair Debt Collection Practices Act, we are not bound by this document.

In response to your undated request for evidence verifying your debt, enclosed please find:

1. The signed loan application for the 2019 Nissan Pathfinder.
2. The signed agreement for the automobile loan.
3. Loan payment history.

Sincerely,

A handwritten signature in blue ink that reads "Marcella McCullough". The signature is fluid and cursive.

Marcella McCullough  
Compliance Officer  
215.569.3700 ext. 7776  
[Marcella.McCullough@ardentcu.org](mailto:Marcella.McCullough@ardentcu.org)



August 1, 2023

Naeemah Clemens  
226 Furley St  
Philadelphia, PA 19120-2335

Dear Naeemah,

I am writing to acknowledge receipt of the letter dated July 28, 2023. Ardent Credit Union has not cancelled any debt which you may owe and therefore no 1099c will be issued. Further, Ardent has no record of your ownership of securities/floating rate note and accordingly cannot take any further action.

Sincerely,

A handwritten signature in blue ink that reads "Marcella McCullough". The signature is written in a cursive, flowing style.

Marcella McCullough  
Compliance Officer  
215.569.3700 ext. 7776  
[Marcella.McCullough@ardentcu.org](mailto:Marcella.McCullough@ardentcu.org)





August 3, 2023

Naeemah Clemens  
226 Furley St  
Philadelphia, PA 19120-2335

Dear Naeemah,

We are requesting all communication be in writing.

There is no applicability for a 1099a nor a Form 56. The debt is valid, binding and enforceable by its terms.

We consider this matter closed.

Sincerely,

A handwritten signature in blue ink that reads "Marcella McCullough". The signature is fluid and cursive.

Marcella McCullough  
Compliance Officer  
215.569.3700 ext. 7776  
[Marcella.McCullough@ardentcu.org](mailto:Marcella.McCullough@ardentcu.org)





August 21, 2023

Nacemah Clemens  
226 Furley St  
Philadelphia, PA 19120-2335

Dear Ms. Clemens,

We acknowledge receipt of your letter dated August 10, 2023 (as well as all of your prior letters). Unfortunately, we are unable to respond to it and your claims other than as we have already responded. Ardent Credit Union is the original creditor. All (legitimate) payments made by you have been applied to your account. We do not accept, nor does the law support, your various claims of a "coupon", a "Trust" or a claimed "proof of payment." You have been provided with your signed loan application, the signed agreement for the automobile loan and your payment history.

The debt is valid, binding and enforceable by its terms.

To reiterate, we consider your various inquiries into this matter closed.

Sincerely,

*Robert C Werner*

Robert Werner  
Chief Executive Officer



November 29, 2023

Naeemah Clemens  
226 Furley St  
Philadelphia, PA 19120-2335

Dear Ms. Clemens,

We acknowledge receipt of your letters dated November 1, 2023 and November 10, 2023 addressed to Joseph Conners. Unfortunately, we are unable to respond to it and your claims other than as we have already responded. We do not accept, nor does the law support, your various claims, here including a "setoff", your handwritten notes on a payment coupon or your unilateral attempt to impose time deadlines. Repeating invalid claims does not make them valid. Any loans will be governed by the terms of loan agreements signed by you and Ardent will exercise all of its contractual remedies in the event you fail to comply with those terms.

To reiterate, we consider your various inquiries into this matter closed.

Sincerely,

Enterprise Risk Management

Certified mail: 7015 1520 0002 1319 6528





November 29, 2023

Naeemah Clemens  
226 Furley St  
Philadelphia, PA 19120-2335

Dear Ms. Clemens,

We acknowledge receipt of your letters dated November 1, 2023 and November 10, 2023 addressed to Joseph Conners. Unfortunately, we are unable to respond to it and your claims other than as we have already responded. We do not accept, nor does the law support, your various claims, here including a "setoff", your handwritten notes on a payment coupon or your unilateral attempt to impose time deadlines. Repeating invalid claims does not make them valid. Any loans will be governed by the terms of loan agreements signed by you and Ardent will exercise all of its contractual remedies in the event you fail to comply with those terms.

To reiterate, we consider your various inquiries into this matter closed.

Sincerely,

Enterprise Risk Management

Certified mail: 7015 1520 0002 1319 6528





December 7, 2023

Nacemah Clemens  
226 Furley St  
Philadelphia, PA 19120-2335

Dear Ms. Clemens,

We acknowledge receipt of your letter dated November 30, 2023 addressed to Joseph Conners. Unfortunately, we are unable to respond to it and your claims other than as we have already responded. We do not accept, nor does the law support, your various repeated claims, which have included "setoff", your handwritten notes on a payment coupon, your citation of irrelevant statutes or your unilateral attempt to impose time deadlines. Repeating invalid claims does not make them valid. Any loans will be governed by the terms of loan agreements signed by you and Ardent will exercise all of its contractual remedies in the event you fail to comply with those terms.

To reiterate, we consider your various inquiries into this matter closed.

Sincerely,

Enterprise Risk Management

My Credit Union  
6-6-2025  
Complaint # 00252159  
Submitted

5-6-2025

Naeemah-H. Clemens

226 Furley Street

Philadelphia, PA 19120

# NOTICE OF LAIABILITY/ NOTICE OF INTENT

( Notice to agent is notice to principal, Notice to principal is notice to agent)

Greetings Ardent Credit Union CEO/CFO/ Risk Management,

My name is Naeemah and I come in peace as a private woman. I have recently realized that I have been unknowingly complicit in a fraud. With this knowledge it is my duty and responsibility to right myself and give the proper person lawful notification.

Notification of liability is the first essential element of due process of law, silence can only be equated with fraud where there is a lawful or moral duty to speak, or where an inquiry left unanswered would be misleading, whether intentionally or not.

What I realized is that according to the statues and rules that govern the use of Federal Reserve Notes and the Federal Reserve System, Federal Reserve Notes are not "money" as defined by the Constitution. They are "obligations of the United States" [See definitions and points of law attached]. As a non-citizen, non-resident, non-federal reserve bank, I am not authorized to use Federal Reserve Notes.

Enclosed are points of authorities and other proof that I, as one of the "real men with hands and legs" on this land called America, is a collateral creditor of the FULL FAITH AND CREDIT OF THE UNITED STATES. As such creditor, one cannot be liable for any "obligation of the United States."

Further, it seems that any paper promise to pay is equivalent to any other, No one can demand a specific specie because then they'd be committing "unauthorized practice of LAW" since Article 1 Section 8 of the Federal Constitution says only Congress can do that.

Unless one demanding "payment" in anything other than papers with numbers and autographs pursuant to [12 UC 412] (which is unlimited) can prove with superior Law that private people, like myself, are authorized to use Federal Reserve Notes and the federal Reserve System, anything abridging my rights is retaliation and CRUE AND UNUSUAL PUNISHMENT.

We all know not having a right of proper use of our own property does to people and communities, yet most are willing to allow it if someone chooses to provide transportation for themselves and there family without use of the Federal Reserve System. Who or what gave corporations- States the right to pillage earth, separate the people from our ancestral knowledge of the land, air, and transportation the sell it back to us anyway?

To demand "payment" from private people in the form of Federal Reserve Notes is to demand an impossibility as the notes are debt obligations and not "money". According to the U.S. Treasury Department "THE NOTES HAVE NO VALUE FOR THEMSELVES."



Due to these facts, and having the natural unalienable right to my property, I intend to exercise such rights as a consumer at the dealership that both horde and waste motor vehicles. I am willing to acquiesce to whatever charge off process used by the management of the credit union for sake of bookkeeping and accounting if preferred. However, I cannot, in good faith, be forced to participate in the fraudulent use of the Federal Reserve System or Federal Reserve Notes.

Any attempt at prosecution due to my exercise of my unalienable right to access basic necessities like locomotion, for personal use, will result in a petition of Remonstrance filed with the legislature to order an investigation and have the business license revoked and actors prosecuted for rights violations.

Sincerely,

Naeemah-H: Clemens

UCC1-308

Enclosures:2

CC: Attorney General (State and Federal)

Department of Revenue, Secretary of State PA, Comptroller of the Currency, Department of Commerce (Secretary), IRS, Director of the Consumer Financial Protection Bureau, National Credit Union Administration (NCUA)



## Definitions and Points of Authority For Notice of Liability and Intent

12 U.S. Code § 411: Federal Reserve Notes, to be issued at the at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to the Federal Reserve Banks through the Federal Reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be received by all national and member banks and Federal Reserve Banks and for all taxes, customs, and other public dues. They shall be redeemed in Lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve Bank.

12 U.S.C. § 412 is a section of the U.S. Code - Unannotated Title 12. Banks and Banking. It is titled "Application for notes; collateral required". The section states that any Federal Reserve bank may make an application to the local Federal Reserve agent for such amount of the Federal Reserve notes as it may require. The application shall be accompanied by a tender to the local Federal Reserve agent of collateral in an amount equal to the sum of the Federal Reserve notes thus applied for and issued pursuant to such application. Collateral shall not be required for Federal Reserve notes which are held in the vaults of, or are otherwise held by or on behalf of, Federal Reserve banks.

12 U.S. Code § 1825(d): The FULL FAITH AND CREDIT OF THE UNITED STATES is pledged to the payment of any obligation issued after August 9, 1989, by the corporation, with respect to both principal and interest.

18 U.S. Code § 8: The term "obligation or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps.

12 U.S. Code § 1834(a)(3): Corporation (3) Definitions for purposes of this subsection- (A) Comptroller: The term "Comptroller" means the Comptroller of the Currency. (B) Corporation: The term "Corporation" means the Federal Deposit Insurance Corporation". (C) Insured Depository Institution: The term "insured depository institution" has the meaning given to such term in section 1813 (c)(2) of this title, also the National Credit Union Share Insurance Fund (NCUSIF) & (NCUA) National Credit Union Administration. (D) Lifeline Account: The term "Lifeline Account" means any transaction account (as defined in Section 461(b)(1)(c) of this title) which meets the minimum requirements established by the Corporation under this section.



31 U.S. Code § 3324: (a) Except as provided in this section, a payment under a contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. (b) An advance of public money may be made only if it is authorized by—(1) a specific appropriation or other law; or (2) the President to be made to—(A) a disbursing official if the President decides the advance is necessary to carry out—(i) the duties of the official promptly and faithfully; and (ii) an obligation of the Government; or (B) an individual serving in the armed forces at a distant station if the President decides the advance is necessary to disburse regularly pay and allowances. (c) Before the Secretary of the Treasury acts on a requisition for an advance, the Comptroller General shall act on the requisition under [section 3522 of this title](#). The Comptroller General does not countersign a requisition for an advance. (d) The head of an agency may pay in advance from appropriations available for the purpose—(1) to the Secretary of the Army, charges for messages sent by the Secretary of the Army for the head of the agency, including charges for—(A) payment of tolls of commercial carriers; (B) leasing facilities for sending messages; and (C) installing and maintaining facilities for sending messages; and (2) charges for a publication printed or recorded in any way for the auditory or visual use of the agency.

U.S. Treasury website: [//www.treasury.gov/resource-center/faqs/currency/pages/legal-tender.aspx](https://www.treasury.gov/resource-center/faqs/currency/pages/legal-tender.aspx)

The Eighth Article (Article VIII) of the United States Bill of Rights prohibits the Federal Government from imposing excessive bail, excessive fines, or cruel and unusual punishments.

15 U.S. Code § 1692(a): (3) The term “consumer” means any natural person obligated or allegedly obligated to pay any debt. (4) The term “creditor” means any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include any person to the extent that he receives on assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt for another. (5) The term “debt” means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or service which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment. (6) The term “debt collector” means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect directly or indirectly debts owed or due or asserted to be owed or due another.